

<p style="text-align: center;">DISTRICT OF COLUMBIA GOVERNMENT DEPARTMENT OF HEALTH (DOH) GRANT AGREEMENT</p>
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Men Can Stop Rape, Inc. (MCSR), hereinafter referred to as the Grantee, and the District of Columbia (D.C.) Department of Health, Maternal and Primary Care Administration, hereinafter referred to as DOH and the Administration respectively, mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

A. General Requirements

The Department of Health, Maternal and Primary Care Administration, Adult and Family Health Bureau (MPCA-AFHB), Rape Prevention and Education Program (RPE) has a need to provide sexual violence prevention education and awareness to young males throughout the District of Columbia.

This sub-grant is a new award by the Rape Prevention and Education Program (RPE). The Centers for Disease Control and Prevention (CDC) funds the sub-grant and it supports programs to improve the nation's health by preventing injury and violence deaths and disabilities.

Men Can Stop Rape, Inc. is incorporated as a nonprofit organization with the goal of carrying forward and expanding on its original mission to increase men's involvement in efforts to end men's violence. MCSR achieves its goals through awareness-to-action education and community organizing. Men Can Stop Rape, Inc. also empowers male youth and the institutions that serve them to work as allies with women in preventing rape and other forms of men's violence. They build young men's capacity to challenge harmful aspects of traditional masculinity, to value alternative visions of male strength, and to embrace their vital role as allies with women and girls in fostering healthy relationships and gender equality.

B. Scope of Service

The Grantee shall provide the following:

1. Identify locations for Men of Strength (MOST) Clubs.
2. Recruit membership for MOST Clubs in all locations.
3. Evaluate the impact of MOST Clubs on members.
4. Select and implement Community Strength Projects (CSPs).
5. Ensure that all staff members entering D.C. public and charter schools maintain a current criminal background check.
6. Submit quarterly and final reports to the D.C. Department of Health, Rape Prevention and Education program.

Definitions:

Sexual Violence – Sexual violence is any sexual act that is forced against someone's will. These acts can be physical, verbal or psychological. There are four types of sexual violence, all types of which involve victims who do not consent or who are unable to consent or refuse.

- **A completed sex act** is defined as contact between the penis and the vulva or the penis and the anus involving penetration, however slight; contact between the mouth and penis, vulva, or anus; or penetration of the anal or genital opening of another person by a hand, finger, or other object.
- **An attempted (but not completed) sex act.**
- **Abusive sexual contact** is defined as intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person.
- **Non-contact sexual abuse** is defined as abuse that does not involve physical contact. Examples of non-contact sexual abuse include voyeurism; intentional exposure of an individual to exhibitionism; pornography; verbal or behavioral sexual harassment; threats of sexual violence; and taking nude photographs of a sexual nature of another person.

Men of Strength Clubs - The Men of Strength (MOST) Clubs are clubs that provide young men in Washington, D.C. high schools and colleges with a safe and supportive haven to connect with male peers while exploring masculinity and male strength. Exposing young men to healthier, nonviolent models/visions of manhood, the MOST Club challenges members to define their own definition of masculinity and to translate their learning into community leadership, progressive action, and social change.

Community Strength Projects (CSPs) – CSPs are a new component of MCSR's programming with youth. Men of Strength (MOST) Club members work in collaboration with Club facilitators to design and implement a CSP that translates MOST Club learning into community activism and social change. While the content and objectives of each CSP are determined by Club members, each CSP must strive to prevent men's violence and emphasize a positive use of male strength.

Sexual Violence Prevention Education – Education about the definition, effects, and methods for preventing sexual violence.

Target Population – The target population is the population the MOST Clubs and projects are targeting.

To achieve this, the Grantee shall:

1. Identify locations for four (4) high school and one (1) university/college Men of Strength (MOST) Club discussion and support groups for young men. The age range of the males will be 13 to 22 years of age. Pending carryover funding approval, two (2) additional locations will be identified.
2. Recruit membership for MOST Clubs in all locations (approximately 100 students).
3. Facilitate MOST Clubs in all locations.
4. Collaborate with MOST Club members to select and implement Community Strength Projects (CSPs).
5. Evaluate the impact of MOST Clubs on members through developing and administering surveys, journaling, focus groups, etc.
6. Ensure that all staff members entering D.C. public and charter schools maintain a current criminal background check during the term of the grant agreement with the D.C. Department of Health.
7. Submit quarterly and final reports to the D.C. Department of Health, Rape Prevention and Education program, detailing activities, evaluation results, barriers, and accomplishments to program implementation.
8. Submit reports on April 1, 2007, June 1, 2007, and a final report by August 31, 2007.

C. Target Population

The target population is young males, between the age range of 13 to 22 years of age, who attend high schools and universities within the District of Columbia.

ARTICLE II - STAFFING REQUIREMENTS

- A. The Grantee shall ensure and maintain documentation that staff possesses adequate training and competence to perform the duties that they have been assigned.
- B. The Grantee shall maintain complete written job descriptions for all positions funded through the grant, which must be included in the project files and be available for inspection on request. The job description shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this grant project, the Grantee shall obtain written documentation of work experience and personal references.
- C. The Grantee shall maintain an individual personnel file for each project staff member and or volunteer which will contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct, and Grantee's action with respect to the allegations, and date and reason if terminated from employment. All of these personnel materials shall be made available to the Grant Administrator upon request.

- D. The Grantee shall provide orientation sessions for each staff member with respect to administrative procedures, program goals, cultural sensitivity, and policies and practices to be adhered to under the Grantee agreement.
- E. The Grantee shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each priority service activity.
- F. Any changes in staffing patterns or job descriptions shall be approved in writing in advance by the DOH/the Administration Grants Officer.
- G. The Grantee shall maintain policies and procedures to be viewed by the DOH/the Administration Grants Officer on request.

ARTICLE III – FACILITY REQUIREMENTS

A. Regulations

The Grantee's facilities used during the performance of this agreement shall meet all applicable federal, state, and local regulations for their intended use throughout the duration of this agreement. The Grantee shall maintain current all required permits and licenses for the facilities. The Grantee's failure to do so shall constitute a failure to perform the agreement and be a basis for termination of the agreement for default.

B. Emergency Back Up Site

The Grantee shall assure that an emergency site facility has been identified should the primary facility become unavailable for use as a result of a catastrophic event.

C. Handicapped Access

All facilities offered for the provision of services under this agreement shall be accessible to persons with mobility limitations, consistent with the Rehabilitation of the Handicapped Act, P.L. 95-602 (Section 504), and the Americans with Disabilities Act, P.L. 101-336, as appropriate, which are incorporated by reference.

D. Maintenance

All supplies and services routinely needed for maintenance and operation of the facility, such as security, janitorial services, or trash pick-up, shall be provided by the Grantee.

ARTICLE IV - EQUIPMENT

A. Property Purchased with Grant Funds:

The Grantee shall, within 60 days of execution of the award, provide the Grant Administrator with an inventory of all equipment and supplies with a purchase price exceeding \$300 (per item) purchased with grant funds.

B. For all property subsequently purchased or acquired, the Grantee shall maintain an inventory showing: (a) purchase price; (b) grant number; (c) name of item; (d) manufacturer's name; (e) serial number (if possible); (f) acquisition document reference; (g) guarantee or warranty lapse date; (h) location; (i) unit price; (j) additional costs (if any) for transportation, installation, and taxes (each as a separate item).

C. The inventory shall be updated annually or at the expiration of the grant, whichever occurs first. The District shall have the right to inspect and reclaim all or part of such equipment upon expiration of the grant.

D. All equipment and products purchased (above \$5000) with grant funds should be American-made when possible.

E. The Grantee must maintain electronic mail (email) capabilities at each site.

ARTICLE V - PERFORMANCE STANDARDS AND QUALITY ASSURANCE

A. The Grantee shall submit a detailed workplan within 15 days of execution of grant award. The workplan shall include major milestones including subtasks and program status.

B. The Grantee shall implement a program, as described in the grant application, to monitor and evaluate the delivery of all services. At a minimum, the quality assurance program shall include a review of the appropriateness, quality and timeliness of the delivery of services.

C. The Grantee shall implement policies and procedures to evaluate the accuracy of data collection and reporting activities in accordance with protocols established by the Administration.

C. The Grantee shall participate in the evaluation of the project by appropriate DOH staff and/or external evaluators contracted by DOH. These activities may include, but are not limited to, site visits, client surveys, unit cost analyses, program/fiscal assessments, or other data collection activities.

ARTICLE VI - PERFORMANCE MONITORING

- A. DOH shall monitor the performance of the grant agreement as set forth in the scope of services and elsewhere in this Grant Agreement and the Grantee's Grant Application.
- B. DOH shall assess the Grantee's performance with respect to the number of people served, quality of the services delivered, and the Grantee's ability to deliver services according to the deadlines established in the agreement.
- D. DOH shall assign a staff person to monitor the project. The Project Monitor shall review all written policies and procedures applicable to the project, review all monthly reports, conduct site inspections, and hold periodic conferences with the Grantee to assess the Grantee's performance in meeting the requirements of the Grantee agreement.
- E. DOH will, after sixty days of program operation, perform a complete fiscal compliance review to determine patterns and rates of expenditures. If deficiencies are identified, the Administration will develop in collaboration with said Grantee, a remediation plan to improve and correct fiscal problems.
- F. Remediation may include but not be limited to a reduction in the grant award and reallocation of those funds.
- G. DOH shall conduct an evaluation of program effectiveness for each program based on criteria approved by the Administration.

ARTICLE VII - ACCOUNTING AND AUDITS

- A. The Grantee shall maintain an accounting system that conforms to generally accepted accounting principles permitting an audit of all income and expenditures received or disbursed by the Grantee in the provision of services under this grant. Accounting records shall be supported by source documentation such as canceled checks, paid bills and payrolls.
- B. The Grantee shall make provisions, upon request, for inspection of financial records, including audited financial statements and tax returns, by DOH and/or its representative(s).
- C. At any time or times before final payment and three (3) years thereafter, the D.C. Department of Health may have the Grantee's expenditure statements audited. Disallowance and repayments shall be subject to the provisions of the PHS Grants Policy Statement.
- D. The Grantee shall obtain an independent audit of program expenditures in accordance with OMB Circular A-133.

- E. Any expenditure disallowed by the audit or other DOH reviewer shall be subject to repayment by the Grantee.

ARTICLE VIII - RIGHTS IN DATA

- A. The Administration retains ownership of all client and case management data produced under this grant. The Grantee may not publish scientific or technical articles based on this data and/or information without prior approval and written consent of the Grant Administrator. DOH shall not unreasonably withhold consent to the Grantee's request(s) to publish or reproduce data in professional and scientific publications.
- B. Any research activity conducted under this Grant Agreement, by the grantee must have the prior approval and written consent of the Administration Grant Administrator. Applicable U.S. Department of Health and Human Services policies and federal regulations shall govern any research involving the use of human subjects. The Grantee agrees to review any research activities involving human subjects by a designated Institutional Review Board (IRB) and to continue annual monitoring to assure compliance with requirements for the protection of human subjects. At such time, a copy of HHS Form 596, "Protection of Human
- C. Subjects Assurance, Certification, Declaration," must be signed and submitted to the Grant Administrator.

ARTICLE IX - ATTRIBUTION POLICY

All grantees are required to identify their affiliation with the Maternal and Primary Care Administration in all programs and services funded by the Administration in any way; the usage includes, but is not limited to, an attribution statement on letterhead, newsletters, brochures, public service announcements, media publications, and all other forms of advertisement. The attribution statement will be clearly visible at all functions and events sponsored by the grantee.

"This program is funded wholly, or in part, by the District of Columbia, Department of Health."

ARTICLE X - GRANT ADMINISTRATOR

- A. The Grant Administrator for this grant award shall be **Paula S.F. Marshall, Bureau Chief, Adult and Family Health Bureau, located at 825 North Capitol Street, NE, Washington, D.C., 20002**. Should there be a change in the Grant Administrator, the Administration shall promptly notify the Grantee in writing.
- B. Only the Director of the Department of Health or designee is authorized to make changes in the terms and conditions of this grant pursuant to a properly executed grant modification in accordance with DOH rules, regulations, and procedures pertinent thereto.

ARTICLE XI - GRANT AMOUNT

Total Obligation

The total obligation by DOH under this grant shall not exceed seven thousand, five hundred dollars (\$7,500). Pending carryover funding approval, an additional four thousand dollars (\$4,000) will be supplemented to this award of \$7,500.

ARTICLE XII – SCHEDULE OF PAYMENTS

A. Upon execution of this agreement DOH agrees to the following schedule of payments to Men Can Stop Rape, Inc.:

1. On the date of the ratification of this agreement, DOH will submit for processing a payment of \$1,500 (20% of total funding amount). The remaining balance will be paid on or before August 31, 2007.

B. On or before the 5th business day of each month the grantee must provide an invoice (DHS-Form 1713) for the prior months' expenditures with supporting documentation as evidence of expenditures.

C. Supporting documentation must include the following:

Payroll/Fringe: A copy of the payroll register, official time sheet or time card signed by the supervisor. Payroll information should show employee name, title, hours worked that are charged to this grant, and pay rate for the period covering requested reimbursement. Subject to other support materials on request.

Other Expenses: A copy of the grant specific ledger. Subject to other support materials on request.

D. A narrative programmatic report will be submitted every other month, beginning May 1, 2007 and must include a work plan status, indicating the extent to which established milestones for the reporting period have been accomplished, and identifying proposed revisions to the work plan to address problem areas. Also included in the programmatic report shall be a summary of evaluation results conducted on the delivery of services under the quality assurance program

E. The sum of all monies paid to the Grantee for the performance of this Grant Agreement shall not exceed the total amount contained in Article XII or official revision to it, if any.

A. DOH reserves the right to withhold any payment or request refund of all or a portion of grant monies if the Grantee is found in non-compliance with the DOH Notice of Grant Award and/or this Grant Agreement, and fails to correct any deficiencies within a reasonable time frame as determined by DOH. DOH shall determine the extent of the payment to be withheld or refunded under this provision.

ARTICLE XIII - UNUSUAL INCIDENT REPORTING

Grantee shall report unusual incidents by the facsimile or telephone to the grant administration within 24 hours of the event and in writing within five (5) days after occurrence. An unusual incident is an event, which affects staff or clients, which is significantly different for the regular routine or established procedures. Examples include, but are not limited to unusual death; injury, physical, sexual, or verbal abuse of a client by staff or other clients; staff negligence, fire, theft, destruction of property; complaints from families of clients; request for information from the press, attorneys, government officials outside DOH, who are involved with the grant; and client behavior requiring attention of staff not usually involve in programs.

ARTICLE XIV – TERMINATION AND EFFECTIVE DATES

Grant Period

The period of this grant shall be March 19, 2007 through August 31, 2007.

This grant agreement shall be subject to the availability of funding and appropriations for the program or grant funding which is the subject of the grant. This grant shall be subject to termination at any time, in whole or in part, if adequate funds are not made available or appropriated for the program in question. This grant shall be subject to termination at any time, in whole or in part, for the convenience of the government should DOH/the Administration determine that such termination is in the best interest of the public or the government.

ARTICLE XV – CONTINUITY OF SERVICES

- A. This sub-grant agreement shall continue until the date of termination unless terminated earlier by either party upon sixty (60) days written notice to the other party. There is no provision for the continuity of services under this agreement.

ARTICLE XVI - PROGRAM CLOSE OUT

- A. The Grantee shall submit to the Grant Administrator, a final programmatic report no later than the 30th day of the month after expiration of the Grant Agreement.
- B. The Grantee shall submit to the Grant Administrator a final financial report within 30 days of the termination of the grant or contract, providing a year-end accounting of expenditures. This report must include: 1) a summary of the cumulative obligation and disbursement of funds to sub-contractors; and, 2) a financial statement from each sub-contractor identifying funds received and expended for each category of service.
- C. Any Grantee who is identified as being out of compliance with the terms and conditions of this award may be de-funded on the advice and consent of the administrator.

ARTICLE XVII – INDEMNIFICATION

The grantee agrees to indemnify and hold harmless the District of Columbia and all of its officers, agents and servants against any and all claims of liability or lawsuits arising from or based on, or as a consequence of or result of, any act, omission or default of the grantee, its employees or its subcontractors, in the performance of the grant.

ARTICLE XVIII – INSURANCE

- A. The Grantee, at its expense, shall obtain the minimum insurance coverage set forth below prior to award of the grant and keep such insurance in force throughout the grant period.
- B. The Grantee shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- C. The Grantee shall carry bodily injury liability insurance coverage written on the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.
- D. The Grantee shall carry automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the grant. Policies covering automobiles shall provide coverage of at least two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence for property damage.
- E. The Grantee shall carry workers' compensation insurance covering all of its employees upon the premises and in connection with its other operations pertaining to this grant. The grantee shall comply at all times with the provisions of the workers' compensation laws of the District of Columbia or another State if the grant work is performed outside the District of Columbia.
- F. All insurance provided by the Grantee as required by this section, except comprehensive automobile liability and workman's compensation insurance, shall set forth the District of Columbia as an additional insured. All insurance shall be written with responsible companies licensed by the District of Columbia. The policies of insurance shall provide for at least thirty days written notice to the Administration prior to their termination or material alteration.
- G. At its option, the Grantee may maintain the above stated minimum levels of insurance through a self-insurance plan. Should this option be exercised, the Grantee is relieved of responsibility to comply with paragraph F of this Article; however, the Grantee shall certify in writing to the Administration that coverage is maintained through a self-insurance plan.

ARTICLE XIX - CERTIFICATION REGARDING A DRUG-FREE WORK PLACE

A. Definitions. As used in this provision.

- "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.

- "Drug-free workplace" means the site(s) for the performance of work done in connection with a specific grant at which employees of the Grantee are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- "Employee" means an employee of the Grantee directly engaged in the performance of work under a Government grant. "Directly Engaged" is defined to include all direct cost employees and any other Grantee employee who has other than minimal impact or involvement in Grant performance.
- "Individual" means an Applicant/Grantee that has no more than one employee including the Applicant/Grantee.

B. The Grantee, if other than an individual, shall -- no later than thirty (30) calendar days after Grant Award (unless a longer period is agreed to in writing), for grant of thirty (30) calendar days or more performance duration; or as soon as possible for grants of less than thirty (30) calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed.

1. Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establish a drug-free awareness program to inform such employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Grantee's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the grant with a copy of the statement required by subparagraph B.1 of this provision.

ARTICLE XX - DOCUMENTS INCORPORATED BY REFERENCE

The following document is hereby incorporated by reference and made part of this Grantee agreement:

- A. The Notice of Grant Award.

ARTICLE XXI - ORDER OF PRECEDENCE

In the event of inconsistency among the provisions of this grant, the inconsistency shall be resolved by giving precedence in the following manner.

- A. The DOH Notice of Grant Award/Grant Agreement including the terms and conditions therein;
- B. The Grantee's Approved Work-plan and budget (including all standard forms, assurances, certifications and other supporting documents).

**DISTRICT OF COLUMBIA GOVERNMENT
DEPARTMENT OF HEALTH
GRANT AGREEMENT**

FOR THE D.C. DEPARTMENT OF HEALTH:

ACCEPTED BY: **Gregg A. Pane, M.D., M.P.H.**
 Director

SIGNATURE: _____

DATE: _____

LEGAL SUFFICIENCY:

CERTIFIED BY: **Kenneth Campbell**
 General Counsel

SIGNATURE: _____

DATE: _____

FOR MEN CAN STOP RAPE, INC.

ACCEPTED BY: **Patrick Lemmon**
 Executive Director

SIGNATURE: _____

DATE: _____